

UNITED STATES BANKRUPTCY COURT

District of MASSACHUSETTS

In re: Jay M. Goyette,
Debtor(s)

AMENDED

Case No. 16-30824

Official Form 410S1

Chapter 13

Notice of Mortgage Payment Change

12/15

If you file a claim secured by a security interest in the debtor's principal residence provided for under the debtor's plan pursuant to § 1322(b)(5), you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of Creditor: CARRINGTON MORTGAGE SERVICES LLC

Court claim no. (if known): 2-1

Last four digits of any number
you use to identify the debtor's
account: 2207

Date of payment change: 06/15/2020

Must be at least 21 days after
date of this notice

New total payment: \$1,223.18
Principal, interest and escrow, if any

Part 1: Escrow Account Payment Adjustment

Will there be a change in the debtor's escrow account payment? Yes

Attach a copy of the escrow account statement prepared in a form consistent with applicable non-bankruptcy law. Describe the basis for the change. If a statement is not attached, explain why:

Current Escrow Payment: \$102.35

New Escrow Payment: \$123.18

Part 2: Mortgage Payment Adjustment

Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note? No

Attach a copy of the rate change notice prepared in a form consistent with applicable non-bankruptcy law. If a notice is not attached, explain why:

Current Interest Rate:

New Interest Rate:

Current principal and interest payment: \$1,100.00

New principal and interest payment: \$1,100.00

Part 3: Other Payment Change

Will there be a change in the debtor's mortgage payment for a reason not listed above? No

Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change:

Current mortgage payment: \$1,202.35

New mortgage payment: \$1,223.18

Part 4: Sign Here

The person completing the Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number if Different from the notice address listed on the proof of claim to which this Supplement applies.

Check the appropriate box:

☐

I am the creditor

☒

I am the creditor's authorized agent

(Attach copy of Power of Attorney, if any.)

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information and reasonable belief.

/s/Diane Tran

Signature

Date: Apr 15, 2020

Print: Diane Tran

Title: Authorized Agent

Company: Liepold, Harrison & Associates, PLLC

Address: 701 Highlander Blvd., Ste. 270
Arlington, TX 76015

Contact Phone: 800-349-1254

Email: dtran@lha-law.com

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS**

In Re:

Case No. 16-30824

**Jay M. Goyette
Debtor(s)**

Chapter 13

CERTIFICATE OF SERVICE

I hereby certify that on 4/15/2020, a true and correct copy of the foregoing Notice of Post-Petition Payment Change was served upon all interested parties pursuant to the Court's CM/ECF system.

By: /s/Diane Tran

Wilmington Savings Fund Society, FSB, as
trustee of Stanwich Mortgage Loan Trust
701 Highlander Blvd, Ste 200
Arlington, TX 76015
800-349-1254

Debtor through the debtor's attorney of record

Jay M. Goyette
16 Bay State Road
Pittsfield, MA 01201

Debtor's Counsel

Jack E. Houghton, Jr.
78 Bartlett Avenue
Pittsfield, MA 01201

Trustee

Denise M. Pappalardo
P. O. Box 16607
Worcester, MA 01601

U.S. Trustee

Assistant U.S. Trustee Richard King Office of the U. S.
Trustee
446 Main Street 14th Floor
Worcester, MA 01608

(800) 561-4567 FAX: (949) 517-5220

JAY M GOYETTE
DEBORA GOYETTE
16 BAY STATE RD
PITTSFIELD MA 01201

/P1 / 680
YOUR LOAN NUMBER :
DATE: 03/13/20

*** ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT - LAST CYCLES ESCROW ACCOUNT HISTORY ***

THIS HISTORY STATEMENT COMPARES YOUR PRIOR ANALYSIS CYCLE PROJECTED ESCROW ACTIVITY TO THE ACTUAL ESCROW ACTIVITY BEGINNING JUNE, 2019 AND ENDING MAY, 2020. IF YOUR LOAN WAS PAID-OFF, ASSUMED, OR TRANSFERRED DURING THIS PRIOR CYCLE, OR THE COMPUTATION YEAR IS BEING CHANGED, ACTUAL ACTIVITY STOPS AT THAT POINT. THIS STATEMENT IS INFORMATIONAL ONLY AND REQUIRES NO ACTION ON YOUR PART.

--- YOUR PAYMENT BREAKDOWN AS OF JUNE, 2019 IS ---

PRIN & INTEREST 1,100.00
ESCROW PAYMENT 102.35
TOTAL 1,202.35

MONTH	-- PAYMENTS TO ESCROW --			-- PAYMENTS FROM ESCROW --			-- ESCROW BALANCE --		
	PRIOR	PROJECTED	ACTUAL	PRIOR	PROJECTED	DESCRIPTION	PRIOR	PROJECTED	ACTUAL
JUN	102.35	*	209.54	102.35		HAZARD INS	204.70		2040.24
JUL	102.35	*	209.54	102.35		HAZARD INS	204.70	TLP	2147.43
AUG	102.35	*	209.54	102.35		HAZARD INS	204.70		2254.62
SEP	102.35	*	209.54	102.35	*	HAZARD INS	204.70		2361.81
			0				204.70		706.23- ALP
OCT	102.35	*	209.54	102.35	*	HAZARD INS	204.70		607.99-
NOV	102.35	*	209.54	102.35	*	HAZARD INS	204.70		509.75-
DEC	102.35	*	234.05	102.35	*	HAZARD INS	204.70		387.00-
JAN	102.35		102.35	102.35	*	HAZARD INS	204.70		395.95-
FEB	102.35		102.35	102.35	*	HAZARD INS	204.70		404.90-
MAR	102.35		102.35 E	102.35		HAZARD INS	204.70		302.55-
APR	102.35		E	102.35		HAZARD INS	204.70		302.55-
MAY	102.35		E	102.35		HAZARD INS	204.70		302.55-
TOT	1228.20		1798.34	1228.20		4141.13			

UNDER FEDERAL LAW, WHEN YOUR ACTUAL ESCROW BALANCE REACHES ITS LOWEST POINT, THAT BALANCE IS TARGETED NOT TO EXCEED 1/6TH OF THE ANNUAL PROJECTED DISBURSEMENTS. YOUR LOAN DOCUMENTS OR STATE LAW MAY SPECIFY THAT YOUR LOWEST BALANCE MUST BE A LOWER AMOUNT THAN THE FEDERAL LAW ALLOWS.

UNDER YOUR MORTGAGE CONTRACT OR STATE OR FEDERAL LAW, YOUR TARGETED LOW POINT ESCROW BALANCE (TLP) WAS \$204.70. YOUR ACTUAL LOW POINT ESCROW BALANCE (ALP) WAS \$706.23-.

BY COMPARING THE PROJECTED ESCROW TRANSACTIONS WITH THE ACTUAL TRANSACTIONS YOU CAN DETERMINE WHERE A DIFFERENCE MAY HAVE OCCURRED. AN ASTERISK (*) INDICATES A DIFFERENCE IN EITHER THE AMOUNT OR DATE OF THE PROJECTED ACTIVITY AND THE ACTUAL ACTIVITY. THE LETTER "E" BESIDE AN AMOUNT INDICATES THAT THE PROJECTED ACTIVITY HAS NOT YET OCCURRED DUE TO THE DATE OF THIS STATEMENT.

IF THERE ARE NO PRIOR PAYMENTS TO OR FROM ESCROW SHOWN, THERE WAS NO PRIOR PROJECTION TO WHICH THE ACTUAL ACTIVITY COULD BE COMPARED.

Your projected escrow balance consists of the following detail (an * next to an amount indicates this is a total that represents more than one payment to or disbursement from escrow):

Escrow payments up to escrow analysis effective date:

10/17 \$104.77 11/17 \$104.77 12/17 \$1,885.86 *

*** ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT - PROJECTIONS ***

PLEASE REVIEW THIS STATEMENT CLOSELY - YOUR MORTGAGE PAYMENT MAY BE AFFECTED. THIS STATEMENT TELLS YOU OF ANY CHANGES IN YOUR MORTGAGE PAYMENT, ANY SURPLUS REFUNDS, OR ANY SHORTAGE OR DEFICIENCY THAT YOU MUST PAY. IT ALSO SHOWS YOU THE PROJECTED ESCROW ACTIVITY FOR YOUR ESCROW CYCLE BEGINNING JUNE, 2020 AND ENDING MAY, 2021.

PROJECTED PAYMENTS FROM ESCROW - JUNE, 2020 THROUGH MAY, 2021		
HOMEOWNERS INSU	1,335.60	
TOTAL	1,335.60	
PERIODIC PAYMENT TO ESCROW	111.30	(1/12 OF "TOTAL FROM ESCROW")

PROJECTED ESCROW ACTIVITY - JUNE, 2020 THROUGH MAY, 2021			-- ESCROW BALANCE COMPARISON --	
MONTH	TO ESCROW	FROM ESCROW	PROJECTED	REQUIRED
		ACTUAL STARTING BALANCE	80.00	222.60
JUN, 20	111.30	111.30	80.00 ALP	222.60 RLP
JUL, 20	111.30	111.30	80.00	222.60
AUG, 20	111.30	111.30	80.00	222.60
SEP, 20	111.30	111.30	80.00	222.60
OCT, 20	111.30	111.30	80.00	222.60
NOV, 20	111.30	111.30	80.00	222.60
DEC, 20	111.30	111.30	80.00	222.60
JAN, 21	111.30	111.30	80.00	222.60
FEB, 21	111.30	111.30	80.00	222.60
MAR, 21	111.30	111.30	80.00	222.60
APR, 21	111.30	111.30	80.00	222.60
MAY, 21	111.30	111.30	80.00	222.60

**** CONTINUED ON NEXT PAGE ****

----- DETERMINING THE SUFFICIENCY OF YOUR ESCROW BALANCE -----

IF THE PROJECTED LOW POINT BALANCE (ALP) IS LESS THAN THE REQUIRED LOW POINT BALANCE (RLP), THEN THERE IS AN ESCROW SHORTAGE.... THE ESCROW SHORTAGE IS... 142.60- *

* THIS SHORTAGE THAT WILL BECOME PART OF YOUR MONTHLY PAYMENT WILL BE COLLECTED FOR A PERIOD OF 12 MONTHS FROM June 15, 2020.

IF YOU CHOOSE TO PAY THE ESCROW SHORTAGE IN FULL IN A LUMP SUM PRIOR TO THE EFFECTIVE PAYMENT DATE, YOUR MONTHLY PAYMENT WILL BE REDUCED BY THE MONTHLY SHORTAGE PAYMENT AMOUNT.

AT THE TIME OF YOUR BANKRUPTCY FILING, YOUR ESCROW SHORTAGE INCLUDED IN THE POC (PROOF OF CLAIM) IS \$0.00.

----- CALCULATIONS OF YOUR NEW PAYMENT AMOUNT -----

PRIN & INTEREST	1,100.00 *
ESCROW PAYMENT	111.30
SHORTAGE PYMT	11.88
BORROWER PAYMENT STARTING WITH THE PAYMENT DUE 06/15/20 ==>	1,223.18

* IF YOUR LOAN IS AN ADJUSTABLE RATE MORTGAGE, THE PRINCIPAL & INTEREST PORTION OF YOUR PAYMENT MAY CHANGE WITHIN THIS CYCLE IN ACCORDANCE WITH YOUR LOAN DOCUMENTS.

NOTE : YOUR ESCROW BALANCE MAY CONTAIN A CUSHION. A CUSHION IS AN AMOUNT OF MONEY HELD IN YOUR ESCROW ACCOUNT TO PREVENT YOUR ESCROW BALANCE FROM BEING OVERDRAWN WHEN INCREASES IN THE DISBURSEMENTS OCCUR. FEDERAL LAW AUTHORIZES A MAXIMUM ESCROW CUSHION NOT TO EXCEED 1/6TH OF THE TOTAL ANNUAL PROJECTED ESCROW DISBURSEMENTS MADE DURING THE ABOVE CYCLE. THIS AMOUNT IS \$204.70. YOUR LOAN DOCUMENTS OR STATE LAW MAY REQUIRE A LESSER CUSHION. YOUR MORTGAGE CONTRACT AND STATE LAW ARE SILENT ON THIS ISSUE. WHEN YOUR ESCROW BALANCE REACHES ITS LOWEST POINT DURING THE ABOVE CYCLE, THAT BALANCE IS TARGETED TO BE YOUR CUSHION AMOUNT. YOUR ESCROW CUSHION FOR THIS CYCLE IS \$222.60.

YOUR PROJECTED ESCROW BALANCE CONSISTS OF THE FOLLOWING DETAIL (AN * NEXT TO AN AMOUNT INDICATES THIS IS A TOTAL THAT REPRESENTS MORE THAN ONE PAYMENT TO OR DISBURSEMENT FROM ESCROW):

Escrow payments up to escrow analysis effective date:				
11/19	\$102.35	12/19	\$102.35	01/20 \$511.75*

Escrow disbursements up to escrow analysis effective date:		
03/20	\$111.30	HOMEOWNERS INSURANC
04/20	\$111.30	HOMEOWNERS INSURANC
05/20	\$111.30	HOMEOWNERS INSURANC

IMPORTANT BANKRUPTCY NOTICE

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

MINI MIRANDA

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

HUD COUNSELOR INFORMATION

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to www.consumerfinance.gov/find-a-housing-counselor.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers Carrington Mortgage Services, LLC's compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

NOTICE OF IMPORTANT RIGHTS

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.